

Stephen D. Finestone (125675)
Jennifer C. Hayes (197252)
Ryan A. Witthans (301432)
FINESTONE HAYES LLP
456 Montgomery Street, Floor 20
San Francisco, CA 94104
Telephone: (415) 616-0466
Facsimile: (415) 398-2820
Email: sfinestone@fhllawllp.com
Email: jhayes@fhllawllp.com
Email: rwitthans@fhllawllp.com

Attorneys for Creditor
Roebbelen Contracting, Inc.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re
PG&E Corporation,

Debtor-in-Possession.

Case No. 19-30088-DM
Chapter 11
Hon. Dennis Montali

In re
Pacific Gas and Electric Company,

Debtor-in-Possession.

Case No. 19-30089-DM
Chapter 11
Hon. Dennis Montali

- ☐ Affects PG&E Corporation
☒ Affects Pacific Gas & Electric Company
☐ Affects both Debtors

**ROEBBELEN CONTRACTING, INC.'S
SECOND NOTICE OF CONTINUED
PERFECTION OF MECHANICS LIENS
PURSUANT TO 11 U.S.C. § 546(b)(2)**

Roebbelen Contracting, Inc. ("Roebbelen") hereby files its Second Notice of Continued Perfection of Mechanics' Liens Pursuant to 11 U.S.C. § 546(b)(2) (the "Notice") and in support thereof states as follows:

ROEBBELEN CONTRACTING, INC.'S SECOND NOTICE OF CONTINUED PERFECTION OF MECHANICS LIENS PURSUANT TO 11 U.S.C. § 546(b)(2)

1/3

1 1. On January 29, 2019 (the “Petition Date”), the above-captioned debtors (the
2 “Debtors”) filed voluntary Chapter 11 bankruptcy petitions.

3 2. As of the Petition Date, Roebbelen had approximately 80 projects under
4 construction in support of the Debtors’ strategic initiatives of safety, reliability, affordability, and
5 consumer focus. The improvements performed by Roebbelen are designed to result in quicker
6 response times, improved vehicle maintenance, better logistics for replacement materials, hazardous
7 materials storage, and improvements to dispatch conference centers, including solutions for
8 mapping, tracking outages, and safety trainings. Roebbelen’s work also relates to a security program
9 for these same facilities, which Roebbelen is informed and believes have been identified by the
10 Department of Homeland Security as known targets, including upgrading their fencing and security
11 systems to meet improved security standards.

12 3. Before and after the Petition Date, Roebbelen has provided labor, services,
13 equipment, and materials for works of improvement owned by Pacific Gas & Electric Company
14 located in the following counties, all of which are located in the State of California: Contra Costa,
15 Humboldt, Marin, Mendocino, Merced, Monterey, Placer, Sacramento, San Benito, San Francisco,
16 San Joaquin, San Mateo, and Solano. Roebbelen has lien rights (collectively the “February 2019
17 Liens”) related to these works of improvement. *See* Cal. Civ. Code § 8050(a) (defining works of
18 improvement). Roebbelen has also filed partial releases reflecting downward adjustments to some of
19 the amounts originally claimed in the February 2019 Liens.

20 4. Through May 16, 2019, the amounts owing to Roebbelen on account of the
21 February 2019 Liens is at least \$1,447,728.64, not including interest and other charges, with
22 additional amounts accrued and owed after May 16, 2019.

23 5. Roebbelen properly perfected its February 2019 Liens pursuant to California Civil
24 Code §§ 8400 *et. seq.* by timely recording its liens in the above-named counties. *See* Cal. Civ. Code
25 § 8412 (establishing deadlines for contractor to record lien claims). An index of the February 2019
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27
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Liens is attached as **Exhibit A** and authentic copies of the February 2019 Liens are attached as **Exhibit B** to this Notice.¹

6. Pursuant to California Civil Code § 8460, an action to enforce a lien must be filed within 90 days after recordation of the lien. The automatic stay imposed by 11 U.S.C. § 362(a) precludes Roebbelen from filing an action to enforce its February 2019 Liens. When applicable law requires commencement of an action to perfect, maintain, or continue the perfection of an interest in property, and the action was not filed prior to the bankruptcy petition date, then the claimant must instead give notice within the time fixed by law for filing the action. 11 U.S.C. § 546(b); *Village Nurseries v. Gould (In re Baldwin Builders)*, 232 B.R. 406, 410–15 (B.A.P. 9th Cir. 1999); see *Village Nurseries v. Greenbaum*, 101 Cal. App. 4th 26 (2002).

7. Roebbelen hereby provides notice of its rights as a perfected lienholder pursuant to California’s law as to the February 2019 Liens. To comply with all applicable law, including California state law and bankruptcy law, 11 U.S.C. §§ 362(a), 362(b)(3), and 546(b)(2), Roebbelen is filing and serving this Notice to preserve, perfect, maintain, and continue the perfection of its February 2019 Liens and its lien rights in the properties identified therein. This Notice constitutes the legal equivalent of having commenced an action to foreclose the February 2019 Liens in the proper court. Roebbelen intends to enforce its lien rights to the fullest extent permitted by law. The interests perfected, maintained, and/or continued by the February 2019 Liens extend to the proceeds, products, rents, and profits of the lien properties.

8. Roebbelen reserves all rights, including the right to amend or supplement this Notice.

Dated May 17, 2019

FINESTONE HAYES LLP

/s/ Ryan A. Witthans

Ryan A. Witthans
Counsel for Creditor
Roebbelen Contracting, Inc.

¹ To the extent that there is a discrepancy between this Notice, the index attached as **Exhibit A**, and the recorded liens attached as **Exhibit B**, the recorded lien documents shall control. Roebbelen reserves the right to modify the liens, such as to increase or decrease the amount. ROEBBELEN CONTRACTING, INC.’S SECOND NOTICE OF CONTINUED PERFECTION OF MECHANICS LIENS PURSUANT TO 11 U.S.C. § 546(b)(2)